

DISTRICT OF COLUMBIA SUPPLY/SERVICE SCHEDULES (DCSS)

INTRODUCTION

The District of Columbia hereby establishes a Multiple Award Schedule for Training Services in accordance with District of Columbia Municipal Regulations Title 27, District of Columbia Procurement Practices Act of 1985 as amended, D.C. Law 14-83 - Procurement Practices Negotiated Pricing Amendment Act of 2001 effective March 19, 2002 and the District of Columbia Supply/Service Schedule Program (DCSS). The program provides District customer agencies with competitive choice, reduced procurement processing time and increased levels of LSDBE utilization.

Section 1 is an overview of the program but does not include full detail necessary to submit a proposal to establish a DCSS contract.

Section 2 includes a detailed description of what the Contractor must prepare and submit to establish a DCSS contract.

Section 5 is provided to offerors as a summarization of items which must be submitted in order to be considered for award.

The remaining sections along with the DCSS Terms & Conditions and District of Columbia Standard Contract Provisions for Use with District of Columbia Government Supply/Services Contracts (October 1999) are critical to the successful completion of your offer. It is mandatory that you review and comply with the DCSS Terms & Conditions and DC Standard Contract Provisions and complete the solicitation/application accordingly.

Completion and submission of various sections of this solicitation/application may be done at our website: www.ocp.dc.gov (See Section 5).

For information, please contact the cognizant Contract Specialist in Block #10 of the Solicitation, Offer and Award Form, Attachment L.

ONLY THE DISTRICT OF COLUMBIA CERTIFIED LOCAL, SMALL AND DISADVANTAGED BUSINESS ENTERPRISES ARE BEING SOLICITED UNDER THIS SOLICITATION/APPLICATION.

DCSS CONTRACTOR SOLICITATION/APPLICATION

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SECTION 1

OVERVIEW

How Do We Do It?

The Contractor offers us products or services (within the scope of the DCSS Solicitation/Application) and adopts prices from an already existing competitive, multiple award *federal* contract. We add District of Columbia contract terms and conditions and ordering procedures that include District of Columbia procurement codes, policies, and guidelines.

The Contractor markets and distributes the contract, and provides DCSS with a quarterly report of all sales transactions. The customer agency orders directly from the Contractor and receives all goods and services.

What is a Multiple Award Contract?

In general, a multiple award contract is one that is awarded to multiple contractors (two or more) for same or similar products and services at same or similar prices. Multiple award does not pertain to the number of buyers ordering from the contract, but, instead, the number of contractors receiving the award from a common bid or negotiation process.

What if my company offers similar supplies or services under a federal multiple award contract? What if my company does not have a federal multiple award contract?

If the Contractor has a federal multiple award schedule contract for services or supplies consistent with the scope of the DCSS solicitation/application, the contractor shall offer to the District prices that are no greater than the Contractor's federal contract.

If the Contractor does not have its own multiple award contract, they may offer supplies or services (in accordance with the scope of this solicitation) and prices from another contractor's federal multiple award contract. Such prices offered shall be no greater than the "adopted" federal contract prices.

Best Customer references must be provided to demonstrate that a consultant or contractor is qualified to provide the services offered from another contractor's federal GSA schedule or other multiple award contract. See Basis of Award - Section 11. The DCSS applicant should ensure that there is a substantial match between the skills in the DCSS base contract and the federal adopted contract. For products or supplies, the Contractor must provide written substantiation at the time of submitting its Letter of Offer, (Section 7 Attachment H), that they are authorized to sell the products and provide related services (e.g., maintenance, installation, repair, and training). Written authorizations from manufacturers, or distributors will meet this requirement for resale of products and the provisioning of related training.

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Make Us An Offer

The Offeror will be required to:

- Complete and submit this solicitation/application.
 - Sign and return the Solicitation, Offer and Award Form.
 - Submit the Letter of Offer in accordance with the DCSS Solicitation/Application.
 - Submit two (2) copies of the current Federal base multiple award contract being used to establish a DCSS contract.
 - Agree to the DCSS contract terms and conditions and District Standard Contract Provisions.
 - Clearly identify labor categories and specific services being offered with a minimum of three customer references. Identify any specific brand, product, and services codes to describe your contract.
 - Certify that your company meets minimum education/experience requirements, as stipulated in the current Federal base multiple award contract being used to establish the DCSS.
 - Complete required representations and certifications in Section 8.
-

What products and services cannot be offered?

All products and services being offered must have already been competitively evaluated and awarded via another federal schedule contract. If the products and services you offer are not within the scope of the DCSS Solicitation/Application and do not reside on an already existing competitively evaluated federal multiple award contract, they will be excluded because pricing must be based on a competitive antecedent contract.

Also, contractors offering proprietary products for which there is only one source will be excluded because no multiple award contracts will exist.

Only products and services within the scope of the respective Solicitation/Application are approved for DCSS.

How Do I Get Started?

Complete and submit all sections of this solicitation/application. To expedite the award process, various sections of this solicitation/application may also be completed and submitted via our website at: www.ocp.dc.gov under District of Columbia Supply/Service Schedule. Please see Section 5.

Please note that this DCSS solicitation/application is set-aside for Certified District of Columbia Local, Small and Disadvantaged Business Enterprises pursuant to D.C. Official Code 2-217.03(b)(1)(D).

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SECTION 2

SUPPLIES OR SERVICES AND PRICES

1. The Government on behalf of the District of Columbia Office of Contracting and Procurement is seeking contractors to provide Training Services.

This solicitation/application is to establish a citywide, multiple award, Indefinite Delivery/Indefinite Quantity (ID/IQ) type contract. Such contracts will constitute District of Columbia Supply/Service Schedules.

The contract resulting from the schedule will allow District agencies to accomplish a wide variety of work where these services or supplies can be utilized. The work shall be accomplished in the manner and within the scope and time specified in either the individual Task Order (TO) or Delivery Order (DO).

2. If the offeror has its own federal multiple award contract, it must offer prices that are no greater than the prices set forth within the contract. If the Offeror has not been awarded a federal multiple award contract, the Offeror shall identify a federal multiple award schedule type contract and adopt the services/products that are within the scope of this solicitation/application. In addition, the offerors shall adopt and offer prices that are no higher than the prices set forth (awarded) within that compared federal multiple award schedule contract. This solicitation does not guarantee that the District shall use all services and products within the scope of the resultant contract.

The offeror (name of company) _____/(LSDBE certification # _____ hereby agrees to adopt the following:

Federal Schedule Number: _____

Federal Schedule Contract No.: _____

Contractor Name: _____

Submit two copies of the current approved federal schedule contract with all terms and conditions and pricing. See Section 5.

3. The work shall be accomplished only as authorized by the Task Orders or Delivery Orders issued in accordance with the ordering clause of this solicitation/application. The total value of task orders shall be in compliance with the Ordering Limitations and Information Clause of this solicitation. See DCSS Terms & Conditions, Paragraph 5.
4. Except for any limitations on quantities set forth in the Ordering Limitations and Information Clause or in the Schedule, there is no limit on the number of Task Orders

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that may be issued. The District may issue task orders for required services for multiple projects at multiple locations simultaneously.

5. Prices that are adopted (from a multiple award federal contract) to establish the DCSS contract shall become the ceiling rates under the DCSS contract. Further, prices offered shall be no greater than the prices for the current contract period established under the “adopted contract” at the time of offer. For example, in the event that the current federal prices which you intend to adopt are in a year other than the base year, you shall adopt those prices (or prices no greater than those prices) as your base year prices and continue to offer prices no greater than the prices set forth in the remaining federal contract periods. In the event that prices for the “adopted contract” are in the last option period and the period of performance of the DCSS contract will continue beyond the last option period of the adopted contract, the offeror shall adopt and offer prices that are no greater than that last period. Any pricing (for any option years) offered to District government beyond the last option period of the federal adopted contract shall be increased by a factor no greater than the prevailing consumer price index.

5. DESIGNATION OF SOLICITATION FOR LOCAL, SMALL AND DISADVANTAGED BUSINESS ENTERPRISES (LSDBE) MARKET

- (a) This Request for Offers is designated for certified LSDBE offerors only under the provisions of “The Equal Opportunity for Local, Small and Disadvantaged Business Enterprises of 1998, D.C. Law 12-268 (“the Act”) and “The Equal Opportunity for Local, Small and Disadvantaged Businesses Opportunity Amendment Act of 2000 (“the Amendment”), D.C. Law 13-169.
- (b) The designated procurement category and NIGP Code for this procurement is: Business Services (General) – NIGP Code 924.

6. DESCRIPTION

- (a) Training Services, **SIN 924**

Service Item Number (SIN) 924: The Offeror shall identify all items and/or services that are required to provide Training Services in accordance with Section 3. Please complete and submit item description and prices for each SIN listed below to the address in Section 5, Paragraph “d”.

SIN 924A Base Year (Date of Award thru the End of Current Term of Adopted Contract) - List all applicable base year supplies, or labor categories and related prices that are being adopted from the federal multiple award schedule contract.

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SIN 924B Option Year One (12 month period) - List all applicable option year one supplies, or labor categories and related prices that are being adopted from the federal multiple award schedule contract.

SIN 924C Option Year Two (12 month period) - List all applicable option year two supplies, or labor categories and related prices that are being adopted from the federal multiple award schedule contract.

SIN 924D Option Year Three (12 month period) -List all applicable option year three supplies, or labor categories and related prices that are being adopted from the federal multiple award schedule contract.

SIN 924E Option Year Four (12 month period) - List all applicable option year four supplies, or labor categories and related prices that are being adopted from the federal multiple award schedule contract.

- (b) **OFFERORS SHALL ADOPT ONLY ONE FEDERAL MULTIPLE AWARD SCHEDULE CONTRACT IN ORDER TO ESTABLISH AN OFFER FOR THIS SOLICITATION. IF THE OFFEROR INTENDS TO OFFER THE ENTIRE PRICING SCHEDULE/CATALOG OF THE ADOPTED FEDERAL CONTRACT, SIMPLY INDICATE FOR EACH SIN ABOVE “THE ENTIRE PRICE SCHEDULE OR CATALOG IS HEREBY OFFERED”. THE OFFEROR MAY OFFER PRICES THAT ARE LOWER OR NO GREATER THAN THE PRICES WITHIN THE ADOPTED CONTRACT.**

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SECTION 3

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1. SCOPE: TRAINING

The Office of Contracting and Procurement of the District of Columbia Government, on behalf of all District Government agencies hereby establishes a multiple award, Indefinite Delivery/Indefinite Quantity type contract (Schedule). The Contractor shall provide the following services or supplies in support of Training Services and Support.

- a. **Teaching Machines/Devices** - Includes Medical Models & Simulators, Hands-On Training Devices; Computer Training Devices and accessories for all products offered.
- b. **Prepared Printed Instructional Material** – Products provided generally include prepared, printed, instructional material generally used for General Education, Computer, Vocational/Trade, Health/Safety and Business purposes.
- c. **Prepared Audio & Visual Instructional Material, Multi-Media Program Kits** – Products provided are for instruction materials for General Education, Computer, Vocational/Trade, Health/Safety, and Business. Products may be provided in printed, audio, or multi-media formats.
- d. **Instructor Led Training** - Includes General Education, Computer, Vocational/Trade, Health/Safety, Business and Acquisition-related training services.
- e. **Course Development and Test Administration** – Services include the development and revision of course materials, and test administration.

- 2. The District of Columbia Standard Contract Provisions for Use with District of Columbia Government Supply/Services Contracts dated October 1999 shall govern any Packaging and Marking (Attachment A, Paragraph 2) & Inspection and Acceptance (Attachment A, Paragraphs 6 and 7) for the above services or supplies.

End of Scope

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SECTION 4

DELIVERIES OR PERFORMANCE

1. CONTRACT TYPE

The District contemplates the award of an Indefinite Delivery/Indefinite Quantity (ID/IQ) contract.

2. TERM OF CONTRACT

The term of the contract shall be for a period of one base year and four option years from date of award.

3. OPTION PERIOD

The District may extend the term of this contract by exercising up to four (4), one-year, option periods.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

4. OPTION TO EXTEND THE TERM OF THE CONTRACT

- (a) The District may extend the term of this contract for a maximum of four (4), one-year option periods, or fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District shall give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer.
- (b) If the District exercises this option, the extended contract shall be considered to include this option provision. The price for the option period shall be as specified in the contract.
- (c) Exercising the option will be at the sole discretion of the District.

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5. DELIVERABLES

Contractor shall submit all deliverables in writings according to the following schedules:

SIN	DESCRIPTION OF DELIVERABLE	QUANTITY	DUE DATES	FORMAT/MEDIUM
924	Quarterly Sales Report	3 copies	On or before the 30 th day after the preceding three (3) month quarter	Hard copy. See DCSS Terms & Conditions – Attachment B, Para. 3
924	Authorized Catalog or Schedule Price List	2 copies to each eligible D.C. Agency	Within 10 business days after award	See DCSS Terms & Conditions, Attachment B, Para. 26

5. MAXIMUM CONTRACT CEILING

Pursuant to Paragraph 5, Attachment B, District of Columbia Supply / Service Schedule, Terms and Conditions (March 2002), the government reserves the right to increase the maximum contract ceiling for this solicitation at any time via written modification.

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SECTION 5 CONTRACTOR PROPOSAL

The following details exactly what the Offeror's proposal must include for a DCSS contract. To facilitate accurate completion of your offer, check the box after you have completed the task. Incomplete submittals will guarantee a delay in the processing of your proposal.

a. Provide Written Offer	In addition to your response to the solicitation, complete, sign and return Letter of Offer offering your products/services, prices and acceptance of terms and conditions. Attachment H – Section 7.
Check	Pursuant to Section 3, if the entire contract catalog or price list for services or supplies is not being offered, clearly specify the products and services that are being offered for your DCSS contract.
b. Two Copies Required	Submit two copies of the current federal multiple award contract with all terms and conditions and pricing.
Check	If electronic versions are available, they may be submitted on diskette or CD-ROM. Preferred format: Adobe Portable Document Format (PDF) Alternative formats: Microsoft Word 97 or 2000
c. Required Contractor Information	<ul style="list-style-type: none">• Submit all information set forth in Section 11 of this Solicitation/Application• Complete and submit all certifications, representations and agreements contained in the solicitation/application.• Complete, sign and return the Solicitation, Offer and Award Form.• Include Contractor mailing address for task/delivery orders and contact person to receive task/delivery orders.• Include Contractor telephone number for answering agency questions; fax number for faxing agency purchase orders; and applicable Email address.• Provide Financial Statement, including Profit & Loss Statement and Balance Sheet.
d. Where to send hardcopy or “off-line” information	<For information requesting signature, please see <u>Section d</u> below> Various sections of this solicitation/application may be completed on-line. However, for the information required in Section 5.b above and attachments contained herein which require original signature and submission, please submit to:
Check	Office of Contracting and Procurement Bid Room 441 4 th St. NW Suite 700S Washington, DC 20001 Attention: D.C. Supply/Service Schedule Processing LABEL ALL SUBMISSIONS: “IN RESPONSE TO DCSS SOLICITATION APPLICATION # PODS-2002-R-924-00

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SECTION 6 CONTRACT ADMINISTRATION DATA

1. INVOICE PAYMENT

- (a) Pursuant to the award of a Task or Delivery Order, the District will make payments to the Contractor, upon the submission of proper invoices or vouchers, at the prices stipulated in the contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- (b) The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

2. INVOICE SUBMITTAL

- (a) The Contractor shall submit proper invoices on a monthly basis or as otherwise specified within the Task or Delivery Order. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR). The name, address, and telephone number of the appropriate CFO will be provided to the Contractor under each task or delivery order.

Address:

Telephone:

- (b) To constitute a proper invoice, the Contractor shall submit the following information on the invoice;
 - Contractor's name, Federal tax ID, DUNS number and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible);
 - Contract number (Block No. 2) of the executed Solicitation, Offer and Award Form, and task order and encumbrance number.
 - Assignment of an invoice number by the contractor is required;
 - Description, price, quantity and the date(s) that the supplies/services were actually delivered or performed.
- (c) Other supporting documentation or information, as required by the contracting officer:
 - Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
 - Name, title, phone number of person preparing the invoice;

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- Name, title, phone number and mailing address of person (if different from the person identified in Section (c) above) to be notified in the event of a defective invoice; and
- Authorized signature

3. RESERVED

4. ASSIGNMENTS

- (a) In accordance with 27 DCMR 3250, unless otherwise prohibited by this contract, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.
- (b) Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- (c) Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____,
make payment of this invoice to _____
(name and address of assignee).

5. CONTRACTING OFFICER (CO)

Contracts may be entered into and signed on behalf of the District Government only by contracting officers. The address and telephone number of the Contracting Officer for this Solicitation/Application:

Jonathan R. Butler
Agency Chief Contracting Officer
District of Columbia Supply/Service Schedule
Office of Contracting and Procurement
441 4th St. NW Suite 700S
Washington, DC 20001
Telephone: (202) 727-0252

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6. AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing, dated and signed by the Contracting Officer.

In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any price increase incurred as a result thereof.

7. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Name: To be determined at the time of issuance of
task or delivery orders.

Title:

Agency:

Address

Telephone:

It is understood and agreed that the COTR shall not have authority to make any changes in the specifications/scope of work or terms and conditions of the contract.

The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Agency Chief Contracting Officer, may be denied compensation or other relief for any additional work performed that is not so authorized, and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

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SECTION 7 LIST OF ATTACHMENTS

- A. Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, October 1999
- B. District of Columbia Supply/Service Schedule Terms and Conditions (March 2002)
- C. LSDBE Certification Package
- D. Wage Determination No. 1994-2103 Rev. No. 26 dated May 29, 2002
- E. E.E.O. Information and Mayor Orders 85-85
- F. Tax Certification Affidavit
- G. First Source Employment Contract
- H. Letter of Offer
- I. Metropolitan Washington Council of Governments Rider Clause
- J. Employment Contract
- K. Certification as to Compliance with Equal Opportunity Obligations
- L. Solicitation, Offer and Award Form

SECTION 8

REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS

1. EMPLOYMENT CONTRACT

See Section 7, Attachment J.

2. CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY
OBLIGATIONS

See Section 7, Attachment K.

3. BUY AMERICAN CERTIFICATION

The Offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in General Provisions 24 of the Standard Contract Provisions, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

COUNTRY OF ORIGIN

EXCLUDED END PRODUCTS

4. OFFICERS NOT TO BENEFIT CERTIFICATION

Each Offeror shall check one of the following:

☐ No person listed in Clause 17 of the Standard Contract Provisions will benefit from this contract.

☐ The following person(s) listed in Clause 17 may benefit from this contract. For each person listed, attach the affidavit required by Clause 17 of the Standard Contract Provisions.

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5. METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE

See Section 7, Attachment I.

6. TYPE OF BUSINESS ORGANIZATION

The Offeror, by checking the applicable box, represents that

(a) It operates as:

☐ a corporation incorporated under the laws of the State of _____
☐ an individual,
☐ a partnership,
☐ a nonprofit organization, or
☐ a joint venture; or

(b) If the Offeror is a foreign entity, it operates as:

☐ an individual
☐ a joint venture, or
☐ a corporation registered for business in _____
(Country)

7. AUTHORIZED NEGOTIATORS

The Offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for offers: (list names, titles, and telephone numbers of the authorized negotiators).

Names: _____

Titles: _____

Telephone: _____

8. TAX CERTIFICATION

Each Offeror shall complete and submit with its proposal, a sworn Tax Certification Affidavit that is incorporated herein (refer to Section 7, Attachment F).

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9. WALSH-HEALY ACT

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

- (a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (29 U.S.C. 214).

If your offer is \$10,000, or more, the following information **MUST** be furnished:

- (c) Regular Dealer

 The Offeror is a Regular Dealer

 The Offeror is not a Regular Dealer.

- (d) Manufacturer

 The Offeror is a Manufacturer

 The Offeror is not a Manufacturer

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SECTION 9

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

1. CONTRACT AWARD

Most Advantageous to the District

The District intends to award **multiple** contract(s) as a result of this solicitation to the responsible Offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the District. See Basis of Award, Section 11.

2. PROPOSAL FORM, ORGANIZATION AND CONTENT

Offers shall be submitted in accordance with Section 5.

3. HAND DELIVERY OR MAILING OF PROPOSALS

In accordance with Section 5, if an offeror does not elect to complete and submit various sections of this solicitation/application on-line, the offeror may print and complete the entire solicitation/application and deliver in a sealed package or mail to:

Office of Contracting and Procurement
Bid Room, Suite 700 South
441 4th Street, NW
Washington, DC 20001
Attn: DCSS Solicitation/Application Processing

4. PROPOSAL SUBMISSION INFORMATION

DCSS proposal submission is on a continuous “Open Season” basis. Therefore, there is no provision regarding late proposals. However, via written amendment to this solicitation, the District government reserves the right to establish a closing or due date for any and all offers and incorporate any provision regarding late proposals and modification of proposals.

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5. EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the Contact Person, identified on page one. The District will furnish responses promptly to all other prospective offerors.

An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offeror. Oral explanations or instructions given before the award of the contract will not be binding.

6. FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Office of Contracting and Procurement, DCSS Agency Chief Contracting Officer 441 4th St. NW Suite 700S, Washington, DC 20002, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Agency Chief Contracting Officer of the reason for not submitting a proposal in response to this Solicitation. If a recipient does not submit an offer and does not notify the Agency Chief Contracting Officer, DCSS that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

7. PROPOSAL PROTESTS

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation, which are apparent prior to bid opening, or the time set for receipt of initial proposals shall be filed with the Board prior to bid opening or the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

8. SIGNING OF OFFERS

In addition to the Letter of Offer, the Contractor shall sign and print or type its name on the **Solicitation, Offer and Award** Form of this solicitation and return it in accordance

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with Section 5. The person signing the offer must initial any erasures or other changes. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

9. UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are **not** desired and may be construed as an indication of the Offeror's lack of price consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

10. RETENTION OF PROPOSALS

All price proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the Offerors.

11. PROPOSAL COST

The District is not liable for any cost incurred by the Offerors' in submitting proposals in response to this solicitation.

12. ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment(s) to this solicitation by (a) signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in the Block 14 of the Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

13. ACCEPTANCE PERIOD

The offeror agrees that its offer remains valid for a period of 90 calendar days after submission.

14. LEGAL STATUS OF OFFEROR

Each offer must include the following information with their offer:

- Name, Address, Telephone Number, Federal tax identification number and DUNS Number;

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- District of Columbia License, if required by law to obtain such license, registration or certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and,
- If the Offeror is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming contracts.

The District reserves the right to request additional information regarding the Offeror's organizational status.

15. STANDARDS OF RESPONSIBILITY

Prior to award of a Schedule Contract, the prospective Contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements; therefore, the prospective Contractor must submit with their Offer, the documentation listed below:

- Furnish a recent financial statement, including a Profit and Loss Statement and Balance Sheet.
- Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- Furnish evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- Furnish evidence of the necessary organizational, experience, accounting and operational control, technical skills or the ability to obtain them.
- Furnish evidence of compliance with the applicable District licensing, tax laws, and regulations.
- Furnish evidence of a satisfactory performance record, and record of integrity and business ethics.
- Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

If the prospective Contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective Contractor to be nonresponsible.

SECTION 10

**CLAUSES FOR PROCUREMENTS RESTRICTED TO THE
LSDBE SET-ASIDE MARKET**

1. DESIGNATION OF SOLICITATION FOR THE LSDBE SET-ASIDE MARKET ONLY

This Solicitation/Application is designated for certified Local, Small and Disadvantaged Business Enterprises (LSDBE) offerors only under the provisions of “The Equal Opportunity for Local, Small and Disadvantaged Business Enterprises of 1998, D.C. Law 12-268 (“the Act”) and “The Equal Opportunity for Local, Small and Disadvantaged Businesses Opportunity Amendment Act of 2000 (“the Amendment”), D.C. Law 13-169.

The designated procurement category for this procurement is Business Services (General).

2. SUBCONTRACTING BY CERTIFIED SMALL BUSINESS ENTERPRISES

When a prime contractor is certified by the Local Business Opportunity Commission (LBOC) as a small business, the prime contractor shall perform at least fifty (50%) percent of the contracting effort, excluding the cost of materials, goods and supplies, with its own organization and resources, and if it subcontracts, fifty percent (50%) of the subcontracting effort, excluding the cost of materials, goods and supplies shall be with certified local, small, and disadvantaged business enterprises and resident business ownerships unless a waiver is granted by the contracting officer, with the prior approval and consent of the Director of the LBOC, under the provisions of 27 DCMR 805, 39 DCR 9050-9060 (December 4, 1992).

By submitting a signed bid or proposal, the prime contractor certifies that it will comply with the requirements of this clause.

3. VENDOR SUBMISSION OF CERTIFICATION

Any vendor seeking to submit a bid or proposal as a LSDBE in response to this solicitation must submit one of the following at the time of, as part of its bid or proposal:

A copy of the LSDBE letter of certification from the Local Business Opportunity Commission (LBOC); or

A copy of the sworn notarized Self-Certification Form prescribed by the LBOC along with an acknowledgement letter issued by the Director of the LBOC.

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Bids or proposals from vendors that are not certified as small business enterprises through one of the means described in subparagraphs (a) or (b) of this clause will not be considered. Bidders or offerors must submit the required evidence of certification or self-certification at the time of submission of bids or proposals.

Section 7, Attachment C, contains the Self-Certification Package.

In order to be eligible to submit a bid or proposal, or to receive any preferences under this solicitation, any vendor seeking self-certification must complete and submit the forms to:

Office of Local Business Development
ATTN: LSDBE Certification Program
441 Fourth Street, N.W., Suite 970N
Washington, DC 20001

All vendors are encouraged to contact the Local, Small and Disadvantaged Business Enterprises Certification Program at (202) 727-3900 if additional information is required on certification procedures and requirements.

4. PENALTIES FOR MISREPRESENTATION

Any material misrepresentation on the sworn notarized self-certification form could result in termination of the contract, the contractor's liability for civil and criminal action in accordance with the Act, and other District laws, including debarment.

5. PREFERENCES IN THE LSDBE SET-ASIDE MARKET (FOR EVALUATION PURPOSES ONLY)

For evaluation purposes only, a certified small business enterprise (SBE) that is also certified by the LBOC as a local business enterprise (LBE) will receive a four percent (4%) reduction in the bid price for a bid submitted in response to an Invitation for Bids (IFB) or the addition of four points on a 100-point scale added to the overall score for proposals submitted in response to a Request for offers (RFP).

A certified small business that is also certified by the LBOC as a disadvantaged business enterprise (DBE) will receive a three percent (3%) reduction in the bid price for a bid submitted in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted in response to a RFP.

A certified small business that is also certified by the LBOC as a resident business ownership (RBO), as defined in Section 2(a)(8A) of the Amendment, will receive three percent (3%) reduction in the bid price for a bid submitted in response to an IFB or the addition of three points on a 100-scale added to the overall score for proposals submitted in response to a RFP.

A certified small business that is also certified by the LBOC as an enterprise zone, as defined in Section 2(5) of the Act and in 27 DCMR 899, 39 DCR 9087-9088 (December

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4, 1992), will receive two percent (2%) reduction in the bid price for a bid submitted in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by such business enterprise in response to an RFP.

The maximum total preference under the LSDBE Set-Aside Program is twelve percent (12%) reduction in bid price for bids submitted in response to an IFB or the addition of 12 points on a 100-point scale added to the overall score for proposals submitted in response to an RFP. The District shall award the preference points based only on whether the SBE prime contractor is also a LBE, DBE, RBO or business located in an enterprise zone. There shall be no points awarded for subcontracting by the SBE prime contractor to a LBE, DBE, RBO or business located in an enterprise zone.

If the prime contractor is a certified SBE joint venture that is also certified as a LBE, DBE or RBO joint venture, or if the prime contractor is a certified SBE joint venture that includes a business located in an enterprise zone and such business owns and controls at least fifty-one (51%) of the joint venture, the prime contractor will receive the preference as if it were a LBE, DBE, RBO or business located in an enterprise zone. There shall be no points awarded for any other joint venture participation by LBEs, DBEs, RBOs or businesses located in an enterprise zone.

6. SBE JOINT VENTURES

A joint venture between a small business enterprise (as defined under Section 2(6) of the Act and implementing regulations) and another entity shall be eligible to submit a bid or proposal in response to this SBE set-aside solicitation if the joint venture is certified by the LBOC under the provisions of 27 DCMR 817, 39 DCR 9072-9075 (December 4, 1992) or is self-certified under 27 DCMR 818, 39 DCR 9075-9076 (December 4, 1992).

The LBOC shall certify a joint venture when a SBE affiliates itself with another entity to form a joint venture for a SBE set-aside solicitation if:

- The non-SBE partner demonstrates to the LBOC that its size does not exceed the size limitations set forth in the Act; or
- The LBOC determines that the certification of the joint venture with an entity exceeding the size limitation of the Act would not be detrimental to the SBE set-aside program.

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SECTION 11 AWARD

1. BASIS OF AWARD

Selection of awardees shall be based on offerors achieving the following:

- (a) Identifying and offering prices that are no greater than those of an identified Federal, competitively evaluated multiple award contract that is providing services or supplies consistent with the scope of the DCSS solicitation/application
- (b) Accepting the District of Columbia Supply/Services Schedule Terms and Conditions and District of Columbia Standard Contract Provisions for Services and Supplies per Letter of Offer, Attachment H.
- (c) Submitting three (3) customer references (references must reflect a satisfactorily rating) in support of the offeror's ability to satisfactorily provide the services or products as identified in the scope of the solicitation/application.
- (d) Submitting a written certification that all personnel proposed on individual task orders shall meet the minimum education/experience requirements as stipulated in the federal contract being used to establish the DCSS contract per Letter of Offer, Attachment H.
- (e) Determined responsible in accordance with Section 9, Clause 15 of the Solicitation/Application – "Standards of Responsibility".

2. NOTICE OF AWARD

Offerors shall be notified in writing of their acceptance as a DCSS contractor.

3. LIMITATION OF SCHEDULE CONTRACTORS

The total number of awards to be established under this Solicitation/Application shall be no more than n/a. See "LIMITATION OF SCHEDULE CONTRACTORS" under Section 29 of the DCSS Terms and Conditions.

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SECTION 12

CONFIRMATION AND AGREEMENT

1. It is the responsibility of the Offeror to read and comply with all terms and conditions set forth within and attached hereto this Solicitation/Application.
2. To ensure timely processing and award, please be certain that all information required in Sections 2, 4, 5 and 9, and information (including Attachments) requiring original signature are sent to the address in Section 5.d.
3. For any information regarding the processing, status and award of this Solicitation/Application, please contact the cognizant Contract Specialist in Block #10 of the Solicitation, Offer and Award Form – Section 7, Attachment L.